



February 9, 1989

RECORDATION NO. 16206/4
FEB 13 1989 - 12 30 AM
INTERSTATE COMMERCE COMMISSION
Itel Rail Corporation
55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

9-044A071

Date 2/13/89

Fee \$ 13

ICC Washington, D. C.

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Schedule No. 1 to Master Lease No. 2243 dated January 17, 1989, between Itel Rail Corporation, Itel Railcar Corporation and GWI Leasing Corporation

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Schedule under Master Lease No. 2243 dated January 17, 1989, between Itel Rail Corporation, Itel Railcar Corporation and GWI Leasing Corporation, which is being filed with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation and
Itel Railcar Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

GWI Leasing Corporation (Lessee)
71 Lewis
Greenwich, Connecticut 06830

This Schedule adds to the Master Lease sixty-three (63) 3560 cubic foot, 100-ton, Plate C covered hopper bearing reporting marks USLX 600-739 (n.s.).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

patricia schumacker

Patricia Schumacker
Legal Department

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FEB 13 1989 - 12 30 AM

INTERSTATE COMMERCE COMMISSION

SCHEDULE NO. 1 TO MASTER LEASE

SLC
corporation
SSA

THIS SCHEDULE No. 1 ("Schedule") to that certain Lease Agreement (the "Agreement") made as of January 17th, 1989, between ITEL RAIL CORPORATION and ITEL RAILCAR CORPORATION, severally, as lessors, and GWI LEASING COMPANY, as lessee ("Lessee"), is made this 17th day of January, 1989, between ITEL RAILCAR CORPORATION ("Lessor") and Lessee.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

AAR Mech Desig.	Description	Numbers	Dimensions Inside		No. of Cars
			Length	Width	
LO	3560 cubic foot, 100 ton, Plate C, covered hopper railcars	USLX 600- 739 (N.S.) as shown on Exhibit A hereto	39'8"	10'7"	63

3. The term of the Agreement with respect to each Car described in this Schedule shall commence retroactively on December 1, 1988, and shall continue through and including March 31, 1989 (the "Term").
4. Lessee hereby approves the specifications and condition of the above Cars. Lessee shall advise Lessor when and where the Cars are to be delivered to Lessee. Lessee shall be liable for all costs, charges and expenses on account of or relating to the initial delivery of the Cars to Lessee's line and to the transportation or movement of any Car thereafter. If Lessor is required to pay any such amount, Lessee shall reimburse Lessor within thirty (30) days of receiving an invoice from Lessor for such amount.

5. Lessor shall perform the registration and record keeping required for the Cars described in this Schedule, as described in Section 4 of the Agreement.
6. Lessee shall perform or cause to be performed and shall pay all costs and expenses associated with the maintenance of the Cars described in this Schedule. Subsection 5.B. of the Agreement shall not apply with respect to such Cars.
7. Lessor shall at all times be liable for, and shall pay all federal, state, or other governmental property taxes assessed against or levied upon the Cars. Lessee shall be liable for all sales, use or gross receipts taxes imposed upon the Cars or upon car hire payments, including payments for time and mileage, for the use or handling of the Cars during the term of this Schedule.
8. A. Effective December 1, 1988,
 - B. Lessee shall pay to Lessor the _____, and all taxes reimbursable to Lessor as additional rent hereunder, on the last day of each month during the Term. Mileage payments paid or allowed by railroads with respect to the Cars shall be the property of Lessor, but Lessor shall credit mileage payments actually received by it during the Term (less taxes, other than Lessor's income taxes, due or to become due on account of such mileage payments) against rent due then or thereafter under the Agreement with respect to Cars described in this Schedule during the Term; provided, however, that in no event shall the aggregate mileage payments credited exceed the total rent payable by Lessee during the Term. Any credit unused at the end of the Term with respect to such Cars shall be the property of Lessor. In the event Lessor receives mileage payments on the Cars in any calendar month during the Term that equal less than _____, then Lessee shall, within ten (10) days of receiving an invoice from Lessor, pay to Lessor the difference between such payments received by Lessor and _____.
 - C. Lessee agrees to reimburse Lessor for all sums paid or payable under the applicable railroad tariffs to any party or railroad, either prior to or after termination of the Agreement, for excess empty mileage incurred due to the movement of Cars during the term of the Agreement. This covenant shall survive the expiration or termination of the Agreement.

9.
 - A. Lessee agrees to defend, indemnify and hold Lessor harmless from any and all claims, liabilities, losses, damages, costs and expenses (including attorneys' fees) caused by, arising out of, or in connection with the Cars, including the use, possession, operation, maintenance and leasing of the Cars (collectively, "Damages"), except for any Damages which arise solely from Lessor's negligence.
 - B. Lessor agrees to indemnify and hold Lessee harmless from any Damages which arise solely from Lessor's negligence.
 - C. The indemnities and assumptions of liability contained in this Agreement shall survive the expiration or termination of the Agreement.
10. Upon the expiration of the Agreement with respect to the Cars on this Schedule only and provided that no event of default by Lessee has occurred and is continuing under the Agreement, Lessee shall purchase the Cars upon the following terms and conditions: (a) Lessee shall pay to Lessor the purchase price of four thousand eight hundred dollars (\$4,800) per Car in cash or by wire transfer or draft; (b) Lessee shall be responsible for, shall pay, and shall agree to indemnify Lessor for, any or all sales or use tax accruing as the result of such sale; (c) Lessor shall execute and deliver to Lessee a bill of sale upon Lessee's payment of the purchase price for the Cars; (d) THE CARS SHALL BE SOLD AS IS, WHERE IS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND LESSOR SHALL EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. At the time the sale is closed, Lessee agrees not to place the Cars into service until they have been remarked to bear Lessee's reporting marks and further agrees to advise Lessor of the new reporting marks and number for each Car.
11. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

LOT NO. 2243-01

12. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ITEL RAILCAR CORPORATION

^{corporation}
GWI LEASING COMPANY

By: [Signature]

By: [Signature]

Title: President

Title: President

Date: 1/27/89

Date: January 17th, 1989

LOT NO. 2243-01

EXHIBIT A

CERTIFICATE OF DELIVERY DATE

Exhibit A to Schedule No. 1 dated as of January 17th, 1989 to Lease Agreement dated as of January 17th, 1989, by and between ITEL RAILCAR CORPORATION ("Lessor") and ~~GWI LEASING COMPANY~~ ("Lessee").
CORPORATION *AK*

CAR REPORTING

MARKS AND NUMBER

DELIVERY DATE

USLX 600
USLX 601
USLX 602
USLX 607
USLX 609

USLX 611
USLX 612
USLX 615
USLX 616
USLX 618

USLX 621
USLX 623
USLX 624
USLX 627
USLX 631

USLX 633
USLX 634
USLX 636
USLX 637
USLX 639

USLX 640
USLX 641
USLX 645
USLX 646
USLX 647

LOT NO. 2243-01

Page 2 to Exhibit A to Schedule No. 1 dated as of January 17th, 1989 to
Lease Agreement dated as of January 17th, 1989, by and between ITEL
RAILCAR CORPORATION ("Lessor") and GWI LEASING COMPANY ("Lessee").
CORPORATION

CAR REPORTING

MARKS AND NUMBER

DELIVERY DATE

USLX 649
USLX 653
USLX 655
USLX 657
USLX 660

USLX 661
USLX 662
USLX 663
USLX 664
USLX 667

USLX 671
USLX 672
USLX 673
USLX 676
USLX 679

USLX 700
USLX 702
USLX 703
USLX 704
USLX 705

USLX 708
USLX 709
USLX 714
USLX 715
USLX 716

USLX 719
USLX 721
USLX 722
USLX 724
USLX 725

LOT NO. 2243-01

Page 3 to Exhibit A to Schedule No. 1 dated as of January 17th 1989 to
Lease Agreement dated as of January 17th 1989, by and between ITEL
RAILCAR CORPORATION ("Lessor") and ~~GWI LEASING COMPANY~~ ("Lessee").
Colleen J. [Signature]

CAR REPORTING
MARKS AND NUMBER

DELIVERY DATE

USLX 726
USLX 728
USLX 730
USLX 734
USLX 735

USLX 736
USLX 738
USLX 739

The last day of the Initial Term for the above referenced Cars shall be
March 31, 1989.

ITEL RAILCAR CORPORATION

By: _____

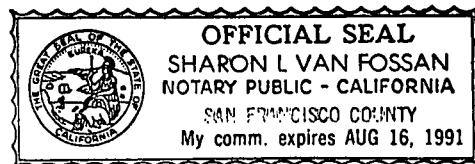
Title: _____

Date: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 27th day of January, 1989, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteI Railcar Corporation, that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF Connecticut)
) ss:
COUNTY OF Fairfield)

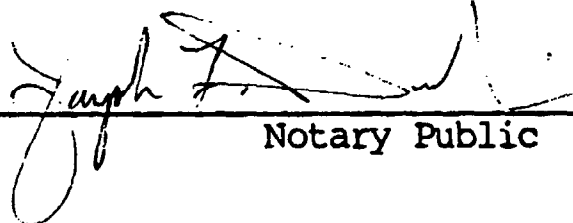
On this 17th day of January, 1989, before me personally appeared Lawrence J. Cahill, to me personally known, who being by me duly sworn says that such person is President of GW Leasing Company that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

JOYCE M. BARRETT.
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1993
Joyce M. Barrett
Notary Public

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

On the 30th day of September, 1988, before me personally came Mark W. Hastings, who is known to me to be an officer of GWI Leasing Corporation and who, being duly sworn, did depose and say that he/she executed this document in his/her capacity as an officer of GWI Leasing Corporation by authority conferred by its by-laws and he/she acknowledged said document to be the free act and deed of GWI Leasing Corporation.



Notary Public

My commission expires on 12/14/91

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK